

Panaji, 12th May, 2022 (Vaisakha 22, 1944)

SERIES II No. 6

OFFICIAL GAZETTE

GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

GOVERNMENT OF GOA

Department of Agriculture
Directorate of Agriculture

Order

No. 8/15/2021-22/D.Agr/151

Ref: Order No. 2020-11-Sanjivani/Misc/TSII/
/RCs(Part) 3415 dated 14-01-2021.

Ex-post facto approval of the Government is hereby accorded to extend the deputation period of Shri Chintamani B. Perni, Dy. Director of Agriculture, against the post of Administrator at Sanjivani Sahakari Sakhar Karkhana Ltd., Dharbandora for a further period of 06 months w.e.f. 22-01-2022 to 21-07-2022.

The deputation of Shri Perni shall be governed by the standard terms and conditions of deputation as contained in O.M. No. 13/04/74/PER dated 12-02-1999 and as amended from time to time.

This issues with the concurrence of the Government vide U.O. No. 599/f dated 22-04-2022.

By order and in the name of the Governor of Goa.

Nevil Alphonso, Director & ex officio Jt. Secretary (Agriculture).

Tonca-Caranzalem, 09th May, 2022.

Department of Elections
Goa State Election Commission

Corrigendum

No. 3/28/GEVP/186/2022-SEC/3138

Read: Order No. 3/28/GEVP/186/2022-SEC/2044 dated 21-03-2022 published in Extra-Ordinary Official Gazette, Series II No. 51 dated 21-03-2022.

The Order No. 3/28/GEVP/186/2022-SEC/2044 dated 21-03-2022 stands modified as under:

1. The Assistant Returning Officer mentioned at serial No. 5 at column No. 3 shall be read as "Awal Karkun-I in the office of the Mamlatdar of Bicholim Taluka, Bicholim Goa" instead of Awal Karkun in the office of the Dy. Collector/SDO Bicholim Taluka, Bicholim Goa. Awal Karkun-I in the office of the Mamlatdar of Bicholim Taluka, Bicholim Goa, shall take charge as the Assistant Returning Officer with immediate effect.

2. The Assistant Returning Officer mentioned at serial No. 8 at column No. 3 shall be read as "Circle Inspector in the office of the Mamlatdar of Bardez Taluka, Mapusa-Goa" instead of Awal Karkun in the office of the Dy. Collector-II/SDO Bardez Taluka, Mapusa-Goa. Circle Inspector in the office of the Mamlatdar of Bardez Taluka, Mapusa Goa, shall take charge as the Assistant Returning Officer with immediate effect.

The remaining part of the order remains unchanged.

W. V. Ramanamurthy, IAS (Retd.), Commissioner (Goa State Election Commission).

Panaji, 11th May, 2022.

Goa Human Rights Commission
Office of the Goa Human Rights Commission
Panaji-Goa

Proceeding No. 06/2013

Inquiry Report

The Complainant is an human rights activist. In his complaint dated 08-01-2013 before this Commission, he has alleged that on 01-01-2013 at about 11.30 a.m. he was assaulted by Police Inspector Shri V. Karpe when he had gone to complain about the loud amplified music that was going on in a Bar called Hill Top at Vagator/Anjuna situated in a silence zone next to St. Michael's

Convent School. He has further alleged that Shri Karpe warned that the Party organisers and some anti-social elements wanted to attack and beat him and told him that he will support those people. He had further stated that his friend Shri Raju Shirodkar had come to the Police Station looking for him as he was detained by Police Inspector Karpe for more than three hours and the said Mr. Raju was present at the time when he was threatened by Police Inspector Shri Karpe.

2. Taking cognizance of the complaint, this Commission issued notices to 1) Shri V. Karpe, Police Inspector, Anjuna Police Station, Anjuna - Goa, 2) The Superintendent of Police, North Goa, Porvorim, 3) The State of Goa through its Chief Secretary, Secretariat, Porvorim - Goa and 4) the Secretary (Home), Home Department, Secretariat, Porvorim-Goa. In pursuance to the notices, the Respondent No.1 filed a reply dated 08-03-2013. The Respondent No. 2 filed a Memo dated 08-03-2013 stating therein that the Respondent No. 2 is adopting the reply filed by the Respondent No. 1. Similarly, the Respondent No. 3 and 4 have also filed a Memo dated 10-04-2013 stating therein that these Respondents also adopt the reply filed by the Respondent No. 1.

3. In support of his case the Complainant has examined himself as CW1 and also examined one Shri Rajendra R. Shirodkar as CW2 and Dr. Jawaharlal Henriques as CW3. The Respondent No. 1 examined himself as RW1 and examined three more witnesses namely, Shri Anant Pawar as RW2, Shri Mahesh Kerkar as RW3 and Shri Krishna Shetye as RW4.

4. We have heard both the Parties. We have also gone through the records of this case.

5. On going through the records of this case, we find that there is substantial merit in the present complaint filed by the Complainant (CW1). The Complainant (CW1) in his Affidavit-in-Evidence has stated that on 01-01-2013 he had gone to Anjuna Police Station to complain about the loud amplified techno music that was being played in a Bar called "Hill Top" which is located next to St. Michael's Convent School. He has further stated that the Duty Officer Shri Krishna Shetye told him that "Hill Top had a valid permission to play music" and asked him to come to the Police Station and verify the same. On verification the Complainant (CW1) found that the permission was subject to the volume of the music not exceeding 55 decibels. He has stated that the music that was playing on at that time was about 150 decibels. He questioned the Police Inspector Shri V. Karpe about the level of sound of the music played. He has further stated that instead of trying to redress his grievance, P. I. Shri V. Karpe started abusing him and manhandled him besides slapping him on his face 7-8 times and punching him on his stomach. This incident according to the

Complainant (CW1) took place between 11.30 a.m. till 12.00 noon on 01-01-2013. He has further stated that as per the Orders of P. I. Shri Karpe, he was illegally confined in the Lock-Up for about half an hour to one hour. As per the version of the Complainant (CW1) his friend Shri Raju Shirodkar was aware that he was going to the Police Station as he had left his son at his shop that morning and had informed the said Raju Shirodkar that the Complainant (CW1) would go to the Police Station to check the permission given to the "Hill Top" and to make a complaint with regard to the loud music. The Complainant (CW1) had also stated that P. I. Shri V. Karpe had threatened and warned him in presence of his friend Shri Raju Shirodkar. This witness was cross-examined by the Adv. for the Respondents. However, cross-examination of this witness has not revealed any results in favour of the Respondents. It is no doubt true that several omissions have been brought on record through the cross-examination of this witness. However, the said omissions are not significant in nature and are not sufficient to discredit the evidence of the CW1. We do not find any material infirmity in the evidence of this witness (CW1).

6. The evidence of the Complainant (CW1) has been corroborated by the evidence of Shri Rajendra Shirodkar (CW2) as far as the illegal detention of the Complainant is concerned. CW2 has stated that on 01-01-2013 he was at his Supermarket when his friend Mr. Cirilo D'Souza left his elder son in his care at about 11.30 a.m. and told him that he (Complainant) was going to the Anjuna Police Station to check the permission given to "Hill Top" and to make a complain with regard to loud music being played and he would come back soon to collect his son. He (CW2) has further stated that as Mr. Cirilo D'Souza had not returned back till 12.45 p.m. on that day, he called the mobile number of Mr. Cirilo D'Souza but no one answered the call. He has also stated that thereafter he went to the Police Station along with son of Mr. Cirilo D'Souza at about 1.20 p.m. and saw Mr. Cirilo D'Souza in the Lock-Up and thereafter Mr. Cirilo D'Souza was released from Lock-Up within five minutes after he reached the Police Station. He has also stated that he heard Police Inspector Shri Karpe threatening Mr. Cirilo D'Souza telling him that there were many Party Organisers and others who wanted to attack him and other villagers protesting against loud music and beat them up and that Police Inspectors would support those people. The evidence of this witness also appears to our mind to be trustworthy. The mere fact that he is a friend of the Complainant cannot be a ground to disbelieve his evidence which otherwise appears to be natural and believable.

7. The Complainant also examined Dr. Jawaharlal Henriques (CW3) to establish that the Complainant had sustained injuries on account of assault by

Police Inspector Shri Karpe. Dr. Jawaharlal Henriques (CW3) had examined the said Mr. Cirilo D'Souza on 01-01-2013 and found three minor injuries which are described in the Medical Certificate at Exhibit-CW3/A. There are no grounds to disbelieve the evidence of Dr. Jawaharlal Henriques (CW3).

8. The fact that the Complainant had lodged a written complaint in the Police Station on the same day soon after the incident complaining of assault and illegal detention by Respondent No. 1 also corroborates the allegations made by the Complainant.

9. The Respondent No.1 (Shri Vishwesh Karpe) in his examination-in-chief has stated that on the relevant date and time he had left for investigation in Anjuna Crime Case and the same is duly recorded in Station Diary maintained by the Anjuna Police Station. The extract of Station Diary dated 01-01-2013 at Sr. No. 40 shows that P. I. Karpe had left for patrolling at 13.50 hrs. The entry at Sr. No. 52 indicates that he returned at 17.15 hrs. It may be noted that the present incident is alleged to have taken place between 11.30 a.m. to 12.00 noon on 01-01-2013 when admittedly P. I. Shri Karpe was at the Police Station. In his cross-examination Shri Karpe (RW1) has generally denied all the allegations made against him by the Complainant. He (RW1) has denied that he had assaulted the Complainant. He has also denied that he had detained the Complainant at the Police Station and that the Complainant was put in the Lock-up for about 30 minutes.

10. The other witnesses examined on behalf of the Respondent No. 1 (RW1) namely Shri Anant Pawar (RW2), Shri Mahesh Kerkar (RW3) and Shri Krishna Shetye (RW4) are police personnel and are working under the control of Police Inspector Shri Karpe (RW1). Shri Anant Pawar (RW2) was working as Police Constable at the relevant time at Anjuna Police Station. Shri Mahesh Kerkar (RW3) was attached to Anjuna Police Station as Police Sub-Inspector on the relevant day and Shri Krishna Shetye (RW4) was working as Head Constable at the Anjuna Police Station on the day of the incident. All these witnesses have stated that the allegations made against P. I. Shri V. P. Karpe by Mr. Cirilo D'Souza are not correct. The evidence led on behalf of the Respondents is not sufficient to discard the positive evidence led by the Complainant. We are therefore satisfied that the Complainant was assaulted and was illegally detained at the Police Station by the Respondent No. 1/Police Inspector, Shri V. Karpe. This conduct on the part of Shri Karpe is highly objectionable and is against the mandate of law and deserves severe condemnation.

11. It is unfortunate that the Higher Officers of the Respondent No.1 including the Secretary (Home) have taken a very casual approach to this case and have acted in a very mechanical manner

in dealing with this serious matter involving personal liberty of an individual. It is pertinent to note that the allegations made by the Complainant against the Respondent No.1 (Shri V. P. Karpe) are serious in nature in as much as the Complainant who had gone to the Police Station for a public cause was manhandled and was illegally detained at the Police Station which amounts to infringement of fundamental rights of the Complainant as guaranteed under Article-21 of the Constitution of India. It also amounts to violation of human rights of the Complainant. These allegations ought to have been properly investigated by Higher Officers of the Respondent No. 1. It is unfortunate to note that the Respondent No. 2 who is immediate Controlling and Supervising Officer of the Respondent No.1 did not choose to inquire into these serious allegations. The Respondents No. 2, 3 and 4 have mechanically adopted the reply filed by the Respondent No.1 when admittedly, the allegations are directed against the Respondent No.1 himself. In the fitness of the things it was incumbent upon the Higher Officers to look into the allegations seriously which has not been done. We express our displeasure about the manner in which the Higher Officers have dealt with this matter.

12. In the case of D. K. Basu v/s State of Bengal reported In AIR 1997 Supreme Court 610, the Apex Court has observed as follows:

"Fundamental rights occupy a place of pride in the Indian Constitution. Article-21 provides "No person shall be deprived of his life or personal liberty except according to procedure established by law" Personal liberty, thus, is a sacrosanct and cherished right under the Constitution. The expression "life or personal liberty" has been held to include the right to live with human dignity and thus it would also include within itself a guarantee against torture and assault by the State or its functionaries.

It is further observed as follows:

"it is well accepted proposition in most of the jurisdiction, that monetary or pecuniary compensation is an appropriate and indeed an effective and sometimes perhaps the only suitable remedy for redressal of the established infringement of the fundamental right to life of a citizen by a public servant and the State is vicariously liable for their acts."

13. Needless to say that the Complainant had to suffer mental torture as well as physical discomfort without any fault on his part on account of high-handedness of the police who have apparently misused their powers by curtailing the personal liberty of the Complainant. We are therefore satisfied that this is a fit case to award appropriate monetary compensation to the Complainant by the State Government.

14. In the facts and the circumstances of this case, we make the following recommendation:

The State of Goa through its Chief Secretary shall pay an amount of Rs. 5,000/- (Rupees five thousand only)" to the complaint as compensation within a period of thirty days. It shall be open to the State Government to recover the amount of compensation from the Respondent No. 1/P. I. Shri Karpe in accordance with Law.


Date: 24-09-2015.

Place: Panaji-Goa.

Date: 24/09/2015

Place: Panaji – Goa


(Justice P. K. Misra)
Chairperson
Goa Human Rights Commission


(A. D. Salkar)
Member
Goa Human Rights Commission

NO. 1/94/2012-HD(G)/6HRC/771

BEFORE THE HUMAN RIGHTS COMMISSION AT PANAJI GOA

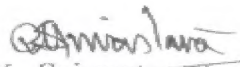
Proceeding No. 06/2013

Sub: Action taken Report in proceeding No. 06/2013.

MAY IT PLEASE YOUR HONOUR:

In view of the directions given by the Hon'ble Commission in the above mentioned matter, I the Chief Secretary/Home Secretary, State of Goa would like to place the following before the Hon'ble Commission.

It is stated that the Police Inspector, Shri Vishwesh P. Karpe of Crime Branch has filed a Writ Petition No.111 of 2016 before the Hon'ble High Court of Bombay at Panaji against the Inquiry report dated 24.09.2015 of the Goa Human Rights Commission at Panaji in Proceeding No. 06/2015 in Writ Petition No.111 of 2016 and stay has been granted by an interim order on 8/02/2016 by the Hon'ble High Court. (copy of the same is enclosed).


(R.K. Srivastava)
Chief Secretary/Home Secretary

Place: Porvorim-Goa.

Date 25/02/2016.

IN THE HIGH COURT OF BOMBAY AT GOA

WRIT PETITION NO. 111 OF 2016

MR. VISHWASH P. KARPE.

... Petitioner

Versus

STATE OF GOA, THROUGH CHIEF
SECRETARY AND 3 ORS.,

... Respondents

Mr. Gaurish N. Agni, Advocate for the petitioner,
Mr. A. N. S. Nadkarni, Advocate General with Mr. D. Lawande,
Government Advocate for the respondents no.1 to 3.

Coram:- F. M. REIS &
K. L. WADANE, JJ.

Date:- 8th February, 2016

P.C.

Heard Mr. Gaurish N. Agni, learned Advocate appearing for the petitioner.

2. Issue notice before admission to the respondents, returnable on 29.2.2016.

3. Mr. D. Lawande, learned Government Advocate waives notice on behalf of the respondents no.1 to 3.

4. In the meanwhile, operation of the impugned order to pay penalty of Rs.5000/- is stayed, subject to the petitioner depositing in this court the said sum of Rs.5000/- within one week.

K. L. WADANE, J.

F. M. REIS, J.

VII

Department of Labour

Notification

No. 28/2/2022-LAB/Part-III/181

The following Award passed by the Labour Court-II, at Panaji-Goa on 21-03-2022 in case No. LC-II/Appn/18/2020 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Amalia O. F. Pinto, Under Secretary (Labour).

Porvorim, 19th April, 2022.

IN THE LABOUR COURT-II
GOVERNMENT OF GOA
AT PANAJI

(Before **Shri Suresh N. Narulkar, Hon'ble**
Presiding Officer)

Case No. LC-II/Appn/18/2020

Smt. Nitesh Andhare,
R/o. C/o. Shri Prakash Andhare,
H. No. 494, Dagualli,
Raia, Salcete-Goa.....

Workman/Party I

V/s

M/s. Muktar Automobiles Pvt. Ltd.,
Plot No. L-128, Phase III-B,
Verna Industrial Estate,
Verna-Goa

Employer/Party II

Workman/Party-I represented by Ld. Adv. Shri H. Shirodkar.

Employer/Party-II absent, marked an Ex-parte.

Panaji, Dated: 21-03-2022.

AWARD

1. By this Award, I shall disposed off the present petition filed by the Workman u/s 2-A (2) of the I.D. Act, 1947.

2. It is the case of the Workman/Party I (for short the 'Workman'), in brief as per his statement of claim filed in the present proceedings that he was employed by the Employer/Party II (for short, 'the Employer') as 'Store Assistant' since 19-03-2019 till the date of his termination. He stated that his services have been confirmed vide letter dated 01-11-2019.

3. He stated that due to non-payment of bonus and issues related to revision of wages and other related issues, the workers of the Employer decided to form the union and to pursue the issue with the management collectively through the union. He stated that vide letter dated 12-06-2020, the union

informed the Employer about the formation of the union. He stated that since the formation of the union by the workers, the Employer started harassing the workers by one way or the other. He stated that the Employer started targeting the individual worker and pressuring the workers to resign from the union. He stated that the first target of the Employer was the President of the union, Mr. Yogesh Sondulkar, who had raised the dispute before the Dy. Labour Commissioner, Margao for refusal of employment and is pending for conciliation.

4. He stated that thereafter, he was illegally transferred from Verna Work Shop to Pilerne location w.e.f. 29-07-2020, vide letter dated 28-07-2020. He stated that he is the resident of Raia, Salcete-Goa and have been working at Verna Work Shop since joining and even during the Covid-19 Pandemic. He stated that the Employer transferred him to Pilerne location as a punishment for joining the union. He stated that he therefore, telephonically requested the HR Executive, Mr. Suraj to revoke his transfer to which Mr. Suraj insisted me to resign from the union. He stated that he had to incur three times more travelling expenses for travelling to Pilerne. He submitted that the transfer is being done under malafide motive to pressurize him to resign from the union and as such the act of transfer is illegal, unjustified and the same being punitive, was required to be revoked. He stated that vide his letter dated 14-10-2020, he had objected for the transfer for the reasons stated therein. He stated that the Employer has however, did not revoke his said transfer, but surprisingly without any notice of enquiry, illegally terminated his services, vide letter dated 23-10-2020. He stated that vide his letter dated 10-11-2020, he appealed before the Employer to revoke his termination order and to reinstate him back in service at Verna Work Shop with full back wages and consequential benefits. He stated that the union had taken up his termination issue before the management. He stated that since the management did not heed to the request of the union, the union decided to go on strike and issued strike notice with the demands to revoke the notice dated 24-10-2020. Being aggrieved by the decision of the Employer, the Workman raised an industrial dispute before Dy. Labour Commissioner, Margao-Goa, which ended in failure.

5. He contended that he was the member of the union and that the Charter of Demand was raised by the union, the Employer terminated his services to pressurize the workers to resign from the union and to withdraw the charter of demand. He submitted that the Employer failed to issue any memo or show-cause notice to him about the alleged charges of

abandonment of duty nor issued any charge-sheet nor conducted any domestic enquiry. He therefore submitted that the termination of his services without giving opportunity of being heard is against the principles of natural justice, biased and vindictive to harass and pressurize him. He submitted that the said termination of his services is illegal and unjustified and passed without following the principles of natural justice. The Workman therefore prayed that he may be reinstated with full back wages, continuity in service and all other consequential benefits.

6. A due notice was issued to the Employer by registered post A/D. The Employer has however, failed to remain present on the scheduled dates of hearings and as such an ex-parte order was passed against the Employer after giving ample opportunities to them.

7. Based on the pleadings of the Workman, this Court framed the following issues on 27-08-2021.

1. Whether the Workman/Party I proves that he was working for the Employer/Party II w.e.f. 19-03-2019 till termination of his services?
2. Whether the Workman/Party I proves that the action of the Employer/Party II in terminating his services vide letter dated 23-10-2020 is illegal and unjustified?
3. Whether the Workman/Party I proves that he is entitled to any relief?
4. What Order? What Award?

8. My answers to the aforesaid issues are as under:

- (a) Issue No. 1 : In the Affirmative.
- (b) Issue No. 2 : In the Affirmative.
- (c) Issue No. 3 & 4 : As per final order.

I have heard the oral arguments of Ld. Adv. Shri H. Shirodkar, appearing for the Workman. None remained present for the Employer. I have carefully perused the entire records of the present case. I have also carefully considered the submissions advanced before me and is of the opinion as under:

REASONS:

9. To prove his case, the Workman has examined himself and produced on record certain documentary evidence in support of his oral evidence. The said oral as well as documentary evidence adduced by the Workman remained unchallenged for want of denial.

Issue No. 1

10. The evidence on record indicates that the Workman was issued a letter of appointment dated

29-03-2019 by the Employer appointing him as 'Store Assistant' w.e.f. 18-03-2019. The evidence on record indicates that the Workman was confirmed in the said post w.e.f. 01-11-2019, vide letter dated 01-11-2019 at Exb. 10. The evidence on record indicates that the Workman was issued letter of termination dated 23-10-2020 at Exb. 6. The evidence on record indicates that the Workman was working with the Employer as 'Store Assistant' w.e.f. 18-03-2019 till the date of his termination w.e.f. 23-10-2020. Hence, it is held that Workman proved that he was working for the Employer as 'Store Assistant' w.e.f. 18-03-2019 till the date of his termination w.e.f. 23-10-2020. The issue No. 1 is therefore answered in the Affirmative.

Issue No. 2

11. While deciding the issue No.1 hereinabove, I have discussed and come to the conclusion that the Workman was working with Employer as 'Store Assistant' w.e.f. 18-03-2019 till the date of his termination w.e.f. 23-10-2020.

12. The evidence on record indicates that the Workman was the confirmed employee of the Employer. The letter of termination issued to the Workman at Exb.6 indicates that the employment of the Workman with the Employer Company is terminated due to absconding from work without any information to official authority. The said letter of termination further stated that the Workman has been absconding from 03-08-2020 to 23-10-2020 and that neither he was working nor contacting his seniors nor responding to the correspondence done from the office. The said letter further stated that absence from duties without approval is a serious misconduct as per service rules and that this could be treated as wilful negligence and sheer indiscipline towards duties and therefore the Employer is forced to terminate the employment of the Workman.

13. Thus, it appears from the letter of termination issued to the Workman at Exb. 6 that his services have been terminated on account of misconduct of absconding from duties as well as wilful negligence and sheer indiscipline. The said letter of termination issued to the Workman at Exb. 6 is in violation of the principles of natural justice as the Workman was neither issued any show-cause notice nor memos nor charge-sheet nor conducted any domestic enquiry pertaining to his alleged act of absconding from duties, wilful negligence and sheer indiscipline as alleged by the Employer.

14. In case of **S.R. Lalmiya v/s. Secretary, Karnataka Electricity Board, Bangalore, reported**

1998 0 Supreme (Kar) 549, the Hon'ble High Court of Karnataka in para 14 of its judgment held as under:

"14. If the principles laid down by the Supreme Court has been followed in this case, there cannot be any doubt that even though the petitioner was not answering the recall notices, enquiry has to be conducted by the respondents. In the instant case, the petitioner's services has been terminated by the disciplinary authority on the sole ground that petitioner did not report for duty within the time prescribed in the rules and in spite repeated recall notice. In Fact to one such notice, petitioner had replied stating that he is awaiting results of the appeal filed by him in this court against the order of the civil court, which refused to grant an ad interim injunction restraining the respondents to give effect to the order of transfer, posting the petitioner to ranebennur sub-division. Therefore, this is not one of those cases where the employee has disappeared from the scene and the respondent authorities could not have served the show-cause notice or the charge sheet on the employee of the board making it clear, their intention to hold domestic enquiry for the alleged lapses and misconduct on the part of the delinquent. In my view, if an employee does not go and report to the duty at the directions of the employer, it may amount to misconduct, for the reason, it would be disobedience of lawful orders of appointing authority. For imposition for any punishment for the acts of commissions and commissions which may amount to misconduct, the employer obliged to hold an enquiry, by affording a reasonable opportunity to the accused person for offering his defence. In my view, the employer without even holding a summary enquiry against an errant employee cannot come to a conclusion that the employee has disobeyed the lawful orders of the employer and therefore, his services are required to be terminated. If that is allowed to happen, then, no employee can survive in an organisation. In view of that, the orders made by the disciplinary authority and confirmed by the appellate authority requires to be set aside by this court."

15. The principle laid down by the Hon'ble High Court of Karnataka in its aforesaid judgment is well established and also applicable to the case in hand. In the instant case, the Workman was a confirmed employee and he was transferred to Pilerne location. The services of the Workman were terminated on account of default of joining the place of transfer at Pilerne location. The said action of the Employer amounts to violation of principles of natural justice and hence, it is illegal and unjustified. Hence, it is held that the action of the Employer in terminating the services of the Workman is illegal, unjustified and

bad-in-law. The issue No. 2 is therefore answered in the affirmative.

Issue No. 3

16. While deciding the issue No. 2 hereinabove, I have discussed and come to the conclusion that the action of the Employer in terminating the services of the Workman is illegal, unjustified and bad-in-law.

There is nothing on record to show that the past record is blameworthy. The evidence on record indicates that the Workman is unemployed from the date of his termination till date. Hence, the Workman is therefore entitled for reinstatement in service with 50% of backwages alongwith continuity in service and all consequential benefits thereof. The issue No. 3 is therefore answered in the affirmative.

In view of above, I pass the following order:

ORDER

1. It is held that the action of the Employer, M/s. Muktar Automobiles Pvt. Ltd., Verna Industrial Estate, Verna-Goa in terminating the services of the Workman, Shri Nitesh Andhare, 'Store Assistant' w.e.f. 23-10-2020 is illegal, unjustified and bad-in-law.

2. It is held that the Employer, M/s. Muktar Automobiles Pvt. Ltd., Verna Industrial Estate, Verna-Goa is hereby directed to reinstate the Workman, Shri Nitesh Andhare, 'Store Assistant' alongwith 50% of back wages with continuity in service and all consequential benefits thereof.

3. No order as to costs.

Inform the Government accordingly.

Sd/-

(Suresh N. Naulkar),
Presiding Officer,
Labour Court-II.

Notification

No. 28/2/2022-LAB/Part-III/182

The following Award passed by the Labour Court-II, at Panaji-Goa on 21-03-2022 in Case No. LC-II/Appln/17/2020 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Amalia O. F. Pinto, Under Secretary (Labour).

Porvorim, 19th April, 2022.

THE LABOUR COURT – II
GOVERNMENT OF GOA
AT PANAJI

(Before Shri Suresh N. Narulkar, Hon'ble
Presiding Officer)

Case No. LC-II/Appln/17/2020

Smt. Yamini Naik,
R/o. C/o. Shri Janu Naik,
H. No. 196/1, Guddiwada,
Neura, Ilhas-Goa Workperson/Party I.

V/s

M/s. Muktar Automobiles Pvt. Ltd.,
Plot No. L-128, Phase III-B,
Verna Industrial Estate,
Verna-Goa Employer/Party II.

Workperson/Party-I represented by Ld. Adv. Shri H. Shirodkar.

Employer/Party-II absent, marked an Ex-parte.

Panaji, dated: 21-03-2022.

A W A R D

1. By this Award, I shall disposed off the present petition filed by the Workperson u/s 2-A (2) of the I.D. Act, 1947.

2. It is the case of the Workperson/Party I (for short the 'Workperson'), in brief as per her statement of claim filed in the present proceedings that she was employed by the Employer/Party II (for short, 'the Employer') as Housekeeping staff since 29-05-2017 till the date of her termination. She stated that her services have been confirmed vide letter dated 01-01-2018.

3. She stated that due to non-payment of bonus and issues related to revision of wages and other related issues, the workers of the Employer decided to form the union and to pursue the issue with the management collectively through the union. She stated that vide letter dated 12/06/2020, the union informed the Employer about the formation of the union. She stated that since the formation of the union by the workers, the Employer started harassing the workers by one way or the other. She stated that the Employer started targeting the individual worker and pressuring the workers to resign from the union. She stated that the first target of the Employer was the President of the union, Mr. Yogesh Sondulkar, who had raised the dispute before the Dy. Labour Commissioner, Margao for refusal of employment. She stated that as the Employer did not attend the conciliation proceedings and the conciliation proceedings failed. She stated that the dispute was referred for adjudication before the Labour Court II and is pending for adjudication.

4. She stated that thereafter, she was illegally transferred from Verna Workshop to Pilerne location w.e.f. 03-08-2020, vide letter dated 27-07-2020. She stated that she is the residence of Dongri, Pilar. She stated that she have been working at Verna Workshop since her joining and even during the

Covid-19 Pandemic. She stated that at the fag end of her services, the Employer transferred her to Pilerne location as a punishment for joining the union. She stated that it was very difficult for her to travel from Dongri, Pilar to Pilerne location by changing three buses and would incurred three times more travelling expenses for travelling to Pilerne. She stated that her transfer at Pilerne location affected her health. She stated that due to her age, she was prone to the infection of Corona Virus. She stated that she therefore, telephonically requested the HR Executive, Mr. Suraj to revoke her transfer to which Mr. Suraj insisted me to resign from the union. She submitted that the transfer is being done under malafide motive to pressurize her to resign from the union and as such the act of transfer is illegal, unjustified and the same being punitive was required to be revoked. She stated that vide her letter dated 14-10-2020, she had objected for the transfer. She stated that the Employer has however, did not revoke her transfer, but surprisingly without any notice for enquiry, illegally terminated her services, vide letter dated 23-10-2020. She stated that vide her letter dated 10-11-2020, she appealed before the Employer to revoke her termination order and to reinstate her back in service at Verna Workshop with full back wages and consequential benefits. She stated that the union had taken up her termination issue before the management. She stated that since the management did not heed to the request of the union, the union decided to go on strike and issue strike notice with the demands to revoke the notice dated 24-10-2020. Being aggrieved by the decision of the Employer, the Workman raised an industrial dispute before Dy. Labour Commissioner, Margao-Goa, which ended in failure.

5. She contended that she was the member of the union and that the Charter of Demand was raised by the union. The Employer terminated her services to pressurize the workers to resign from the union and to withdraw the Charter of Demand. She submitted that the Employer failed to issue any memo or show-cause notice to her about the alleged charges of abandonment of duty nor issued any charge-sheet nor conducted any domestic enquiry. She therefore, submitted that the termination of her services without giving opportunity of being heard is against the principles of natural justice, biased and vindictive to harass and pressurize her. She submitted that the said termination of her services is illegal and unjustified and passed without following the principles of natural justice. The Workperson therefore prayed that she may be reinstated with full back wages, continuity in service and all other consequential benefits.

6. A due notice was issued to the Employer by registered post A/D. The Employer has however, failed to remain present on the scheduled dates of hearings and as such an ex-parte order was passed against the Employer after giving ample opportunities to them.

7. Based on the pleadings of the Workperson, this Court framed the following issues on 27-08-2021.

1. Whether the Workperson/Party I proves that she was working for the Employer/Party II w.e.f. 25-05-2017 till termination of her services?

2. Whether the Workperson / Party I proves that the action of the Employer/Party II in terminating her services vide letter dated 23-10-2020 is illegal and unjustified?

3. Whether the Workperson / Party I proves that the action of the Employer is amounts to Unfair Labour Practices?

4. Whether the Workperson / Party I proves that he is entitled to any relief?

5. What Order? What Award?

8. My answers to the aforesaid issues are as under:

- (a) Issue No. 1 : In the Affirmative.
- (b) Issue No. 2 : In the Affirmative.
- (c) Issue No. 3 : In the Affirmative.
- (d) Issue : As per final order.
- No. 4 & 5 :

I have heard the oral arguments of Id. Adv. Shri. H. Shirodkar, appearing for the Workperson. None remained present for the Employer. I have carefully perused the entire records of the present case. I have also carefully considered the submissions advanced before me and is of the opinion as under:

REASONS:

9. To prove her case, the Workperson has examined herself and produced on record certain documentary evidence in support of her oral evidence. The said oral as well as documentary evidence adduced by the Workperson remained unchallenged for want of denial.

Issue No. 1:

10. The evidence on record indicates that the Workperson was issued the letter of appointment dated 29-05-2017 by the Employer appointing her as 'Housekeeper' w.e.f. 29-05-2017 at Exb. 9. The evidence on record indicates that the Workperson was confirmed in the said post of 'Housekeeper' with retrospective effect from 01-02-2018, vide letter dated 01-02-2018 at Exb.10. The evidence on record indicates that the Workperson was issued letter of

termination dated 23-10-2020 at Exb. 6. The evidence on record indicates that the Workperson was working with the Employer as 'Housekeeper' w.e.f. 29-05-2017 till the date of her termination w.e.f. 23-10-2020. Hence, it is held that Workperson proved that she was working for the Employer as 'Housekeeper' w.e.f. 29-05-2017 till date of her termination w.e.f. 23-10-2020. The issue No.1 is therefore answered in the Affirmative.

Issue No. 2:

11. While deciding the issue No. 1 hereinabove, I have discussed and come to the conclusion that the Workperson was working with Employer as 'Housekeeper' since 29-05-2017 till the date of her termination w.e.f. 23-10-2020.

12. The evidence on record indicates that the Workperson was the confirmed employee of the Employer. The letter of termination issued to the Workperson at Exb. 6 indicates that the employment of the Workperson with the Employer Company was terminated due to her absconding from work without any information to official authority. The said letter of termination further stated that the Workperson has been absconded from 03-08-2020 to 23-10-2020 and that neither she was working nor contacting her seniors nor responding to the correspondence done from the office. The said letter further stated that absence from duties without approval is a serious misconduct as per service rules and that this could be treated as wilful negligence and sheer indiscipline towards duties and therefore the Employer is forced to terminate the employment of the Workperson.

13. Thus, it appears from the letter of termination issued to the Workperson at Exb.6 that her services have been terminated on account of misconduct of absconding from duties as well as wilful negligence and sheer indiscipline. The said letter of termination issued to the Workperson at Exb. 6 is in violation of the principles of natural justice as the Workperson was neither issued any show-cause notice nor any memos nor charge-sheet nor conducted any domestic enquiry pertaining to her alleged act of absconding from duties, wilful negligence and sheer indiscipline as alleged by the Employer.

14. In case of S.R. Lalmiya v/s. Secretary, Karnataka Electricity Board, Bangalore, reported 1998 0 Supreme (Kar) 549, the Hon'ble High Court of Karnataka in para 14 of its judgment held as under:

"14. If the principles laid down by the Supreme Court has been followed in this case, there cannot be any doubt that even though the petitioner was not answering the recall notices, enquiry has to be conducted by the respondents. In the instant case

the petitioner's services has been terminated by the disciplinary authority on the sole ground that petitioner did not report for duty within the time prescribed in the rules and in spite repeated recall notice. In Fact to one such notice, petitioner had replied stating that he is awaiting results of the appeal filed by him in this court against the order of the civil court, which refused to grant an ad interim injunction restraining the respondents to give effect to the order of transfer, posting the petitioner to ranebennur sub-division. Therefore, this is not one of those cases where the employee has disappeared from the scene and the respondent authorities could not have served the show-cause notice or the charge sheet on the employee of the board making it clear, their intention to hold domestic enquiry for the alleged lapses and misconduct on the part of the delinquent. In my view, if an employee does not go and report to the duty at the directions of the employer, it may amount to misconduct, for the reason, it would be disobedience of lawful orders of appointing authority. For imposition for any punishment for the acts of commissions and commissions which may amount to misconduct, the employer obliged to hold an enquiry, by affording a reasonable opportunity to the accused person for offering his defence. In my view, the employer without even holding a summary enquiry against an errant employee cannot come to a conclusion that the employee has disobeyed the lawful orders of the employer and therefore, his services are required to be terminated. If that is allowed to happen, then, no employee can survive in an organisation. In view of that, the orders made by the disciplinary authority and confirmed by the appellate authority requires to be set aside by this court."

15. The principle laid down by the Hon'ble High Court of Karnataka in its aforesaid judgment is well established and also applicable to the case in hand. In the instant case, the Workperson was a confirmed employee and she was transferred to Pilerne location. The services of the Workperson was terminated on account of default of joining the place of transfer at Pilerne location. The said action of the Employer amounts to violation of principles of natural justice and hence, it is illegal and unjustified. Hence, it is held that the action of the Employer in terminating the services of the Workperson is illegal, unjustified and bad-in-law. The issue No.2 is therefore answered in the affirmative.

Issue No. 3:

16. The term 'Unfair Labour Practice' has been defined in the Fifth Schedule of the I.D. Act, 1947 and it reads as under:

"1. On the part of the Employer and the Trade Unions of the Employers:

1. To interfere with, restrain from, or coerce, workmen in the exercise of their right to organise, form, join or assist a trade union or to engage in concerted activities for the purposes of collective bargaining or other mutual aid or protection, that is so to say-

- (a) Threatening workmen with discharge of dismissal, if they join a trade union.
- (b) Threatening a lock-out or closure, if a trade union is organised,
- (c) Granting wage increase to workmen at crucial periods of trade union organisation, with a view to undermining the efforts of the trade union organisation.

2.

3.

4.

5. To discharge or dismiss workmen-

- (a) By way of victimization.
- (b) Not in good faith, but in the colourable exercise of the employer's rights.
- (c) By falsely, implicating a Work person in a criminal case on false evidence or on concocted evidence;
- (d) For patently false reasons;
- (e) On untrue or trumped up allegation of absence without leave;
- (f) In utter disregard of the principles of natural justice in the conduct of domestic enquiry or with undue haste;
- (g) For misconduct of a minor or technical character, without having any regard to the nature of the particular misconduct or the past record or service of the Workperson, thereby leading to a disproportionate punishment.

6.

7. To transfer a workmen malafide from one place to another, under the guise of following management policy.

8.

9.

17. The Workperson has produced on record letter of transfer dated 27-07-2020 (Exb. 7) directing her to report at Pilerne location w.e.f. 03-08-2020. The Workperson also produced on record her request letter dated 14-10-2020 (Exb. 8) addressed to the

Employer alleging that she is a resident of Dongri, Pilar-Goa and have been working at Verna Workshop since her joining in the Employer Company and that she has to travel to Pilerne by changing three buses and to incur three times more travelling expenses and that she telephonically requested the HR Executive, Mr. Suraj to revoke her transfer to which he insisted her to resign from the union and then her transfer will be revoked. The Workperson has also produced on record a copy of letter dated 26-10-2020 (Exb.11) issued to the Managing Director of the Employer of notice of indefinite strike in protest against anti-labour activities of the management and suppression of union activities and unfair labour practices by the management of the Employer. By the said letter dated 26-10-2020, the Goa Union of Industrial Worker alleged that the workmen have not been paid bonus for last many years and that the Union Members were called in the cabin of General Manager and were threatened of dire consequences if the members did not resign from the union and that some of the union members signed on some undertaking and they were retained in the workshop and those who refused to sign the undertaking, the contents of which were never shown to the workers transferred to Pilerne workshop, some of the workers from the union are told not to join duties for 8 days without any letters and their wages has been deducted, specifically that of the office bearers of the union and Mr. Suraj, HR Executives even called wives of the workers and/or parents of the workers and started threatening them that the workers would lose their jobs, if they do not resign from the union. The said act was stopped upon the intervention of the Dy. Labour Commissioner, Margao.

18. The aforesaid act on the part of the Employer clearly is in violation of Clause 1 sub clause (1, 5 and 7) of unfair Labour Practice. The aforesaid act on the part of the management of the Employer clearly constitutes unfair labour practices as stated in the Fifth Schedule of the I.D. Act, 1947. Hence, it is held that the Workperson proved that the action of the Employer amounts to unfair labour practice. The issue No. 3 is therefore answered in the Affirmative.

Issue No. 4:

19. While deciding the issue No.3 hereinabove, I have discussed and come to the conclusion that the action of the Employer in terminating the services of the Workperson is illegal, unjustified and bad-in-law.

20. The age of the Workperson was 56 years in the year 2021. There is nothing on record to show that the past record is blameworthy. The evidence on record indicates that the Workperson is unemployed from the date of her termination till date. Hence, the Workperson is therefore entitled for reinstatement in service with 50% of back wages with continuity in

service and all consequential benefits thereof.

In view of above, I pass the following order:

ORDER

1. It is held that the action of the Employer, M/s. Muktar Automobiles Pvt. Ltd., Verna Industrial Estate, Verna-Goa in terminating the services of the Workperson, Smt. Yamini Naik, Housekeeper w.e.f. 23/10/2020 is illegal, unjustified and bad-in-law.
2. It is held that the Employer, M/s. Muktar Automobiles Pvt. Ltd., Verna Industrial Estate, Verna-Goa is hereby directed to reinstate the Workperson, Smt. Yamini Naik, Housekeeper along with 50% of back wages, with continuity in service and all consequential benefits thereof.
3. No order as to costs.

Inform the Government accordingly.

Sd/-

(Suresh N. Narulkar),
Presiding Officer,
Labour Court-II.

Notification

No. 28/02/2022-LAB/Part-IV/186

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 31-03-2022 in Ref. No. IT/16/2021 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Amalia O. F. Pinto, Under Secretary (Labour).

Porvorim, 19th April, 2022.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT
GOVERNMENT OF GOA
AT PANAJI

(Before Ms. Bela N. Naik, Hon'ble
Presiding Officer)

Ref. No. IT/16/2021

Workmen,
Rep. by the General Secretary
A.C.G.L. Worker's Union,
Honda-Sattari, Goa (403 530).

... Workmen/
/Party I

V/s

M/s Automobile Corporation
of Goa Ltd.,
Honda-Sattari,
Goa (403 530).

... Employer/Party II

Workmen/Party I represented by Learned
Representative Shri Subhash Naik Jorge.

Employer/Party II represented by Learned Advocate
Shri P. Chawdikar.

AWARD

**(Delivered on this the 31st day of the month
of March of the year 2022)**

By Order dated 11-10-2021, bearing No. 28/19/
/2021-LAB/499 the Government of Goa in exercise of
powers conferred by Section 10(1)(d) of the Industrial
Disputes Act, 1947 (Central Act 14 of 1947)
(hereinafter referred to as the "said Act"), the
Government of Goa hereby refers the said dispute
for adjudication to the Industrial Tribunal of Goa at
Panaji Goa, constituted under Section 7-A of the said
Act.

*"(1) Whether the action of the management of
M/s. Automobile Corporation of Goa Limited, Honda,
Sattari, Goa to lay-off 170 workmen for the period from
01-10-2020 to 15-10-2020 without following the proper
procedure and obtaining consent of appropriate
Government, is legal and justified?"*

(2) If not, to what relief workmen are entitled?"

2. Upon receipt of the reference, it was registered
as IT/16/2021 and registered AD notices were issued
to both the parties. Pursuant to service of notices,
both the Parties orally submitted that talks are going
on for amicable settlement and during the course of
the proceedings filed an application for Award in
terms of settlement along with the terms of
settlement at Exhibit 4 Colly stating that they have
arrived at a settlement under Section 12(3) of the
Industrial Disputes Act, 1947 and prayed that an
award be passed in terms of said settlement dated
10-03-2022. The above application has been signed
by representative of Party I, Shri Bablo C. Sawant,
President, along with other Office bearers and Shri
Subhash Naik Jorge, Representative of the Party I
Union, so also the representative of Party II, Shri
Prakash K. Naik, Head HR and Adv. P. Chawdikar on
behalf of Party II. An amicable settlement was arrived
between both the Parties on the following terms and
conditions:

CHAPTER-I

IT IS AGREED BY AND BETWEEN THE PARTIES
THAT:

1. COVERAGE:

The provisions of this settlement shall be

applicable to all permanent workmen who are on the
rolls of the Company and the members of AWU during
the period of this settlement for the period they
served the Company.

2. PURPOSE AND INTENT

It is known that the Automobile Industry
worldwide and the Company in particular, is going
through critical and challenging phase. The
dwindling export sales and invariable domestic sales
have put an adverse impact on the turnover of the
Company. Under such circumstances, it is very
important that the organization reacts quickly and
positively to the market challenges and succeed
through the cut throat commercial competition.

It shall be the efforts that this settlement shall
regain the viability and competitiveness. It must
reinforce the long term sustainability and prosperity
though business growth.

This will be achieved through deliberate and
significant improvements in:

- Resource productivity.
- Operational flexibility.
- Process and product quality.
- Cost effectiveness.
- Performance oriented work culture.

ACGL faces the challenges of rising conversion
cost, its viability and rising standards of quality.

It shall be the efforts of each and every workman
of the Company to commit towards the commercial,
corporate and social growth of the Company.

3. RIGHTS AND RESPONSIBILITIES OF THE PARTIES

A. The Company and the Union agree to resolve
all problems/disputes/conflicts by peaceful mutual
negotiations. Should such negotiations fail for any
reason, both the parties shall seek the assistance of
legal machinery proved under the law.

B. The Union agrees to co-operate with ACGL and
support all the processes for improving the
productivity and discipline by the workmen on the
shops and on the premises of ACGL.

C. The Company recognizes the following rights
of the Union:

The Union shall have exclusive right to represent
the Workmen who are their members and be their
sole collective bargaining agent.

D. The Union recognizes the following rights of
the Company:

1. The Company shall be entitled to set up

standards for job (time standards & productivity standards) and to decide upon recruitment, selection, promotion, increments, deployments, allotments of shifts, working hours, timing of shifts, holidays, weekly off and transfer of workmen from one job, section, departments or divisions to another irrespective of trades. The Union shall not object to such changes unless there are compelling reasons for such objections which shall be resolved by mutual discussions.

2. In particular circumstances of business exigencies, if there is a fall in business and the Management is not in a position to provide work to certain section of workmen, in such events first the flexible/contractors' workforce shall be discontinued before the workmen are asked to proceed on leave.

In the event any workmen do not have any leave to their credit the Management shall grant them a prospective leave. The above clause shall be implemented by the Management not exceeding three times in a year and not more than five days of duration at a time.

CHAPTER II

1. PRODUCTIVITY:

Wage Settlement is a process of "Give and Take", the Union and workmen duly realize that in return for a substantial wage rise given by the Company, the workmen have to share additional obligations and responsibilities which would not only promote the capacity of the Company to absorb the financial burden caused by the wage rise but also maintain its competitive status in the industry at healthy levels.

1. During period of settlement the Management expects permanent associates to produce average three buses per day and union on behalf of permanent associates will assure that they will support the management in implementing the same with suitable deployment of all Associates. At present, all associates contribute in existing production and support services. It is also understood that achieving production is a collective responsibility of management and union and the union will fully contribute their share in maximizing the same.

2. It is agreed by the Union that each workman shall strive to maintain minimum 80% productivity during the period of Settlement. The Company will fix the base production norms for each work station/ assembly lines based on the standard process cycle time. During the time study Union Representative will be present. Each workmen will be required to produce as per the pre-determined norms. The

individual case of workman who is failing to achieve the above production, norms will be discussed with the Union. Even after Union's involvement, if the concerned workman fails to achieve the stipulated production norms, the Management will take necessary disciplinary action.

3. It is accepted by the parties that the above improvement in productivity will be in addition to the improvement in productivity achieved through operational improvement, Kaizen initiatives, waste elimination and minimizing non-value adding activities. All workmen shall commit to deliver the output as per standard established from time to time in both Kaizen and non-Kaizen areas to achieve higher productivity. Further, as agreed in the last agreement the National Productivity Council has conducted study for productivity assessment and Union will implement recommendations made by the National Productivity Council.

CHAPTER III

WAGES/ALLOWANCES/LEAVE/DISCIPLINE

1. Workmen shall be given an average composite wage package (including HRA and all the demanded allowances, unless otherwise separately provided in this settlement) of Rs. 5500/- (Rupees Five thousand five hundred only). This wage increment will be given as a total increment i.e. Total Cost to the company (CTC).

a) Basic Wage:

Workmen shall be given a rise of Rs. 3300/- (Rupees three thousand three hundred only) per month in their basic wage with effect from 1st April, 2018.

The rise in basic wage per month as above will be added to the basic wage as on 1st April, 2018 of the respective workman and the amount to arrive at applicable fitment, would be the basic wage of workman in the company's wage scale.

b) House Rent Allowance:

Effective from 1st April, 2018, the House Rent Allowance payable to the eligible workman shall be Rs. 4571/- (Four thousand five hundred and seventy one only) per month a rise of Rs. 1123/- (One thousand one hundred twenty three only) per month.

c) Indirect Components:

Indirect components from 32.65% i.e. Rs.1077/- (15% Superannuation, 12% PF and 5.65% Gratuity) of basic wage increase in the present settlement.

2. As per Payment of Bonus Act 1965 all bargainable employees are not in the preview of the said bonus act since the maximum salary of bargainable employees is more than the Rs. 21,000/- (Rupees

Twenty one thousand) which is maximum limit specified in the Bonus Act. However as good gesture management shall pay minimum bonus of 8.33% and max. Bonus as decided by the management. The ceiling on salary of Rs. 21,000/- mentioned in the act for eligibility may be ignored. For the purpose of Bonus Computation, the salary shall be considered as Rs. 7000/- even if it exceeds Rs. 7,000/-. The Management shall at its sole discretion, pay an additional amount as ex-gratia based on the financial performance of the year.

3. In Sandwich leave a Sunday or holiday intervening during leave of any kind/type shall be treated as leave in computing the number of days of leave availed. Whereas sandwich leave have exception of not treating a Sunday or a holiday intervening during leave or any kind increased to 06 occasions in a year.

4. The Union expressly agrees that any illegal and unjustifiable stoppage will lead to disciplinary action.

5. It is accepted by both the parties that in case of "BAND" (all India or Goa) it will be the personal responsibility of the employees to reach the factory by their own arrangements within the shift timing or else the concerned employees will have to apply for leave.

CHAPTER-IV

MOTIVATIONAL AND OTHER BENEFICIAL SCHEMES:

1. The Management acknowledges and understands the importance of promoting education amongst the employee's children. A scholarship scheme will be implemented wherein employee's meritorious children of 10th & 12th standards will be rewarded by the Company.

2. Safety at the work place is very importance concern. The management urges the workmen and it is hereby agreed by the Union that employees will abide the safety norms and take all precaution to avoid the possible accidents. To promote the safety concern, the management shall implement "Safety Awards" scheme wherein all the employees will be presented as cash prize award of Rs. 250/- for not meeting with a single accident/injury during the given financial year.

3. The Management states that as and when any vacancy arises in various plants of the company, subject to merits, preference will be given to the suitable direct blood relatives of the employees.

4. It is decided by the Management to extend ambulance facility whereby employee and spouse,

children and parents will be provided ambulance facility for critical and emergency hospitalization from home to hospital on advance intimation. A nominal fees of Rs. 20/- will be charged for availing this facility.

5. Medical insurances scheme.

The Management of the Company and the Union agree that the company will set aside Rs. 2000/- (Rupees two thousand only) per workmen per annum towards the premium for medical insurance scheme. Any contribution towards medical insurance premium exceeding company's contribution of Rs. 2000/- will be borne by the employee.

6. Advance for Emergency Hospitalization.

A workman will be eligible for an advance towards emergency hospitalization expenditure for an amount not exceeding Rs. 75,000/- (Rupees seventy five thousand only) once during the tenure of service. The workman will have to produce documents substantiating the expenditure. The amount shall be recovered in 24 equal installments with 10% rate of interest. The compensation as and when received under insurance policy shall be adjusted against the advance.

7. If any workmen exhausted his/her sick and casual leave allocated to him/her then he/she can adjust one day leave at two occasions from his privilege leave allocated to him/her.

8. Workmen can avail privilege leave for maximum 7 occasions (Privilege leave shall be taken minimum three days) excluding one day privilege leave mentioned in above clause (Clause No. 7).

9. Existing bank working of one hour can be clubbed with lunch timing either before lunch or after lunch. Thus total bank work timing including lunch time will be one hour thirty minutes. Workmen after returning from bank work shall directly resume on workstation. These benefits will be allowed for maximum 10 workmen per day. Bank working benefit will be allowed maximum two times a month for each workman.

10. Workman who complete 25 years of service with good conduct will be awarded Rs. 5000/- (Rupees Five thousand only).

CHAPTER -V

OTHER CONDITIONS OF THE SETTLEMENT

1. The provisions of this settlement shall become effective from 1st April, 2018 and shall be in operation up to 31st March 2022 and continue thereafter until and unless amended or superseded by any other

subsequent Settlement as per the provision of Industrial Disputes Act, 1947.

2. All other terms and conditions of employment as binding on the Workmen and the Company as on the date of this Settlement shall continue to remain in force unless they have been deleted, altered or modified either explicitly or by implication of this Settlement and that the rules and other procedures of the company as existing here-to-before which have not been changed under this Settlement shall continue to be in force.

3. The Union and all the concerned workmen have hereby agreed to drop all other demands forwarded to the employer vide their letter dated 14th March, 2018. Further they have also agreed that during the currency of this settlement, they will not raise or pursue or agitate for those or any other demands, which would involve directly or indirectly financial burden, liability or consequences on the employer.

4. During the period of settlement, all the union committee members and the office bearers shall work at their allocated stations. Under special circumstances union committee members may be relieved from their daily work activity with prior approval from Head HR.

5. The Union & workmen reiterate their commitment to abide by the service rules, administrative regulations and procedure to maintain discipline and decorum at all times to resolve grievances, if and when they arise, by mutual discussions, without resorting to the direct action or agitation.

6. Both the parties agreed that they shall file necessary application before Industrial Tribunal in reference no. IT/16/2021/450 and IT/22/2021/522 for passing appropriate Award in terms of this settlement.

7. Union agrees to withdraw all cases filed against company in Conciliation Office and Industrial Tribunal before signing of agreement and will not raise the said issues in future.

8. The next long term wage settlement which will be due from 01-04-2022 will be discussed and signed for 2 years and thereafter all the wage settlement will be signed for a minimum of 3 years.

9. It is agreed that the arrears will be paid as early as possible.

3. I have gone through the records of the case and the above Memorandum of Settlement and I am convinced that the consent terms filed by the parties are just and fair and are in the interest of the

Workmen/Party I and Employer/Party II and therefore, the same are accepted.

ORDER

(i) The reference stands disposed of in view of the consent terms filed by the parties at Exhibit 4 Colly.

(ii) No order as to cost.

(iii) Inform the Government accordingly.

Sd/-

(Bela N. Naik),
Presiding Officer,
Industrial Tribunal and
Labour Court.

Notification

No. 28/02/2022-LAB/189

The following Judgement passed by the Labour Court-II, at Panaji-Goa on 25-02-2022 in case No. LC-II/LCC/05/2021 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Amalia O. F. Pinto, Under Secretary (Labour).

Porvorim, 19th April, 2022.

IN THE LABOUR COURT-II GOVERNMENT OF GOA

AT PANAJI

(Before Shri Suresh N. Narulkar, Hon'ble

Presiding Officer)

Case No. LC-II/LCC/05/2021

Miss Ruth Olivia Coutinho,

R/o. H. No. 903,

Porvorim, Bardez-Goa

Applicant

V/s

1. Hotel Mandovi,

(A unit of Mandovi Hotels Private Limited)

D.B. Bandodkar Marg,

Panaji-Goa

Opponent (1)

2. Mr. Ramnath V. Quenim (Partner),

Managing Director, Hotel Mandovi,

R/o. Ashirwad, D-6, Ocean Park,

Dona Paula, Goa

Opponent (2)

3. Mr. Narcinva P. Quenim (Partner),

R/o. Ramnath Prasad Building,

Near Mahalaxmi Temple,

Panaji-Goa

Opponent (3)

Panaji, Dated: 25-02-2022.

Applicant represented by Adv. Shri Suhas Naik.

Opponent absent, marked as Ex-parte.

J U D G M E N T

1. This Judgment and Order shall determine the claim application of the Applicant dated 01-02-2021, filed U/S 33-C (2) of the I.D. Act, 1947.

2. By the present claim application, the Applicant claimed from the Opponent an amount of Rs. 3,57,217/- (Rupees Three lakhs fifty seven thousand two hundred seventeen only) being Rs. 1,49,981/- towards pending salary, Rs. 27,417/- towards bonus, Rs. 17,417/- towards LTA, medical allowances 2018-19 and 2019-20, Rs. 60,000/- towards salary increase arrears and Rs. 1,02,402/- towards unutilized privileged leave (90 days).

3. The Applicant stated that the Opponent No. 1 started delaying the payment of her monthly salaries. He stated that from October, 2019 to February, 2020, the Opponent No.1 failed to pay her monthly earned salaries in spite of full attendance. She stated that she, being fed-up with the non-payment of her monthly earned salaries, submitted her resignation to the Opponent No. 1 on 19-02-2020. She stated that her resignation has been accepted by the Opponent No. 1 and she has been relieved from the services. She stated that the Opponent No. 1 failed to pay her monthly salaries from October 2019 to February, 2020 amounting to Rs.1,49,981/- (Rupees One lakh forty nine thousand nine hundred eighty one only). She submitted that the Opponent No. 1 also failed to pay her bonus for the year 2018-19 and for the year 2019-20 amounting to Rs. 27,417/- as well as her medical allowance for the year 2018-2019 and for the year 2019-20 amounting to Rs. 17,417/-. She submitted that the Opponent No.1 also failed to pay her salary increased arrears amounting to Rs. 60,000/-. Thus, the Opponent No.1 has failed to pay to her a total amount of Rs. 3,57,217/- (Rupees Three lakhs fifty seven thousand two hundred seventeen only). She further submitted that the Opponent No. 1 also failed to clear her legal dues arising out of her resignation which includes her unpaid gratuity. She submitted that as the Opponent No.1 failed to pay her above legal dues, she made several written communication to them. She submitted that she is entitled to receive the aforesaid amount of Rs. 3,57,217/-(Rupees Three lakhs fifty seven thousand two hundred seventeen only) alongwith interest @18% per annum from the Opponent till the realization of the said amount. She submitted that the Opponent No.1 is an establishment and the Opponent No. 2 and 3 are the partners of the Opponent No.1. The Applicant therefore prayed that the Opponents be directed to

pay to her the aforesaid amount of Rs. 3,57,217/- (Rupees Three lakhs fifty seven thousand two hundred seventeen only) along with interest @18% p.a. till its realization.

4. All the Opponents have been duly served. The Opponents have however, failed to appear before this Hon'ble Court on the scheduled dates of hearings for the reasons best known to them. This Hon'ble Court marked an ex-parte against the Opponents after giving ample opportunities to appear and pursue their case.

5. This Hon'ble Court framed the following issues on 14-10-2021 at Exb.4.

1. Whether the Applicant proves that he is entitled to receive from the Opponents an amount of Rs. 3,57,217/- (Rupees Three lakhs fifty seven thousand two hundred seventeen only) being Rs.1,49,981/- towards unpaid salary, Rs. 27,417/- towards bonus, Rs.17,417/- towards medical allowances, Rs.60,000/- towards arrears of salary increment and Rs.1,02,402/- towards unutilized privilege leave respectively?

2. What order?

6. My answers to the aforesaid issues are as under:

- | | | |
|-----------------|---|--|
| (a) Issue No. 1 | : | In the Affirmative except Medical Allowance and LTA. |
| (b) Issue No. 2 | : | As per final Order. |

I have heard the oral arguments of Ld. Adv. Shri Suhas Naik appearing for the Applicant. On the contrary, none remained present for the Opponents. I have carefully perused the entire records of the present case. I have also carefully considered the submissions advanced by the Ld. Adv. Shri Suhas Naik, appearing for the Applicant.

REASONS

Issue No. 1

7. By the present claim application, the Applicant claimed a total amount of Rs. 3,57,217/- (Rupees Three lakhs fifty seven thousand two hundred seventeen only) being Rs. 1,49,981/- towards unpaid salary from October, 2019 to 19-02-2020, Rs. 27,417/- towards bonus for the year 2018-2019 and 2019-2020, Rs.17,417/- towards medical allowances for the year 2018-2019 and 2019-2020, Rs. 60,000/- towards arrears of salary increase for the period from 01-04-2017 to 30-11-2018 and Rs.1,02,402/- towards unutilized privilege leave (90 days). To support her claim, the Applicant has produced on record evidence oral as well as documentary. The said evidence oral as well as documentary adduced by the Applicant on record remained unchallenged for want of denial.

(a) Unpaid Salary:

8. The Applicant claimed from the Opponent an amount of Rs. 1,49,981/- (Rupees One lakh forty nine thousand nine hundred eighty one only) towards her salaries for the period from October, 2019 to February, 2020.

The evidence on record indicates that the Applicant joined in the services of the Opponent No. 1 on 28-07-1986 as a 'Telephone Operator/Receptionist'. She was subsequently promoted as 'Junior Officer' which was re-designated as 'Reservation In-Charge' and again promoted as 'Front Office Executive' w.e.f. 01-01-2000 which was re-designated as 'House-Keeper' w.e.f. 01-10-2000. The evidence on record indicates that the Applicant was again promoted as 'Sr. Housekeeper' w.e.f. 01-04-2011 and lastly promoted as 'Asstt. Executive Housekeeper' w.e.f. 01-04-2014 which was re-designated as Asstt. Manager-Continuous Product Improvement' w.e.f. 01-04-2018.

9. The evidence on record indicates that the Applicant resigned, vide her letter dated 20-01-2020 (Exb. 7) and relieved on 20-03-2020 (Exb. 8) at the close working hours of 19-02-2020. The evidence on record indicates that the Applicant has not been paid her earned salaries for the month from October, 2019 till 19-02-2020. The evidence on record indicates that the monthly net salary of the Applicant was Rs. 32,057/- after deduction of Rs. 2077/- towards her PF. Thus, the Applicant is entitled to receive from the Opponent a sum of Rs. 1,48,531/- (Rupees One lakh forty eight thousand five hundred and thirty one only) towards her unpaid salaries for the period from October, 2019 till 19-02-2020.

(b) Bonus:

10. The Applicant claimed a bonus of an amount of Rs. 27,417/- for the year 2018-2019 and for the year 2019-2020.

The bonus is paid to the employee under the Payment of Bonus Act, 1965. Section 8 of the Act provides for the eligibility of the bonus. Section 9 of the Act provides for disqualification for the bonus. Section 10 of the Act, provides for minimum bonus. The provisions of Section 10 provides for the minimum bonus of 8.33% of the salary or wage earned by the employee during the accounting year or Rs. 100/-, whichever is higher, whether or not the Employer has any allocable surplus in the accounting year. Similarly, Section 11 of the Act, provides for payment of maximum bonus.

11. The evidence on record indicates that the Applicant has failed to produce on record relevant materials to grant maximum bonus. In the circumstances, the Applicant is entitled for minimum

bonus @8.33% of the salary or wage earned by the employee during the accounting year or Rs. 100/- whichever is higher, whether or not the Employer has any allocable surplus in the accounting year.

12. The Applicant claimed from the Opponent an amount of Rs. 27,417/- for the year 2018-19 and for the year 2019-20 towards bonus. Taking into consideration the monthly net salary of the Applicant of Rs. 32,057/-, the minimum bonus for the year 2018-19 and for the year 2019-20 @8.33% amounts to Rs. 5,341/- (Rupees five thousand three hundred and forty one only).

Thus, the Applicant proved that he is entitled to receive from the Opponent No. 1 a total amount of Rs. 5,341/- (Rupees five thousand three hundred and forty one only) towards bonus for the year 2018-19 and for the year 2019-20.

(c) Medical Allowance and LTA.

13. The Applicant claimed LTA and medical allowance for the year 2018-19 and for the year 2019-20 for an amount of Rs. 17,417/- (Rupees Seventeen thousand four hundred seventeen only).

The Applicant has however, failed to produce on record any material evidence to show that he is entitled for LTA as well as Medical Allowance. In the absence of any material evidence on record, this Court cannot grant any amount towards LTA as well as Medical Allowance to the Applicant. Hence, it is held that the Applicant failed to prove that she is entitled for medical allowance as well as LTA and as such her claim towards Medical Allowance as well as LTA stands rejected.

(d) Salary Increase Arrears:

14. The Applicant claimed an amount of Rs. 60,000/- towards the arrears in her increase in salary from 01-04-2017 till 30-11-2018.

The evidence on record indicates that the gross salary of the Applicant was Rs. 32,134 w.e.f. 01-04-2017 which was subsequently increased to Rs. 34,134/- w.e.f. 01-04-2018 as per the salary revision for the year 2016-17 and 2017-18 dated 26-12-2018 (Exb.10). Thus, there was increase in salary of Rs. 2000/- per month from 01-04-2017 till 30-11-2018 (for 20 months) which comes to Rs. 40,000/-. Thus, the Applicant is entitled to receive from the Opponent No. 1 a sum of Rs. 40,000/- (Rupee forty thousand only) towards arrears of increase in salary.

(e) Unutilized Privileged Leave:

15. The Applicant claimed an amount of Rs. 1,02,402/- towards 90 days of her unutilized privileged leave. The monthly net salary of the Applicant was Rs. 32,057/- per month. Taking into consideration the monthly salary of the Applicant,

the Applicant is entitled for an amount of Rs. 96,171/- towards her unutilized privileged leave. Thus, the Applicant is entitled to receive from the Opponent a sum of Rs. 96,171/- (Rupees Ninety six thousand one hundred and seventy one only) towards her unutilized privileged leave.

16. In the case of **New Standard Engineering Company Limited v/s. Ashok H. Hire and Anr.**, reported in 2004 II CLR 574, the Hon'ble High Court of Bombay, after relying upon a judgment of Hon'ble Supreme Court of India, in the case of Suresh Sakharam Chowgule and Anr. v/s. M/s. Parel Cotton Press Factory (1994 SUPP. (3) SCC 704), held that "though the provisions of Industrial Disputes Act, do not expressly empowered the Industrial Court to grant interest, the court is entitled to grant interest depending upon facts of each case".

17. In the case of **Haryana State Federation of Consumer Co-operative Wholesale Stores Ltd. v/s. Siri Kishan and Anr.**, reported in 1996 II CLR 688, the Hon'ble High Court of Punjab and Haryana has held that "where the Employer has retained what was required to be disbursed to the Workman, by denying their rightful dues for almost a period of 12 years, during which the value of their money has considerably diminished due to inflation i.e. prevalent in the country, the Labour Court is perfectly entitled to say that the workman should be compensated by way of payment of interest."

18. Thus, it is settled principle of law that the Labour Court or Industrial Tribunal is empowered to grant interest depending upon the facts and circumstances of each case. In the instant case as stated above, it has been proved that the Applicant is entitled to receive from the Opponent No. 1 a total amount of Rs. 2,90,043/- (Rupees Two lakhs ninety thousand and forty three only) towards unpaid salaries, arrears of salary increment, unutilized privileged leave and bonus. The Applicant is therefore entitled to receive from the Opponent No. 1 being Employer and Opponent No. 2 and Opponent No.3 being partners of the Opponent No. 1 the said amount of Rs. 2,90,043/- (Rupees Two lakhs ninety thousand and forty three only) alongwith simple interest @ 9% p.a. from the date of passing the present order till its actual realization.

In view of above and with regards to the facts and circumstances of the case, I pass the following order:

ORDER

1. The present claim application of the Applicant filed u/s 33-C (2) of the I.D. Act, 1947 is hereby allowed. The Opponents are hereby directed to pay to the Applicant, Ms. Ruth Olivia Coutinho, a sum of

Rs. 2,90,043/- (Rupees Two lakhs ninety thousand and forty three only) along with simple interest @9% p.a. from the date of passing of the present order till the actual realization of the said amount.

2. No order as to cost.

Pronounced in the Open Court.

(Suresh N. Naulkar),
Presiding Officer,
Labour Court-II.

Notification

No. 24/21/2021/Lab/566

In accordance with the guidelines issued by the Secretary to Government of India, Ministry of Labour & Employment, New Delhi vide D. O letter No. M-16011/01/2019-SS-III dated 13-08-2021 for constitution of North Goa District Level Implementation Committee to facilitate on ground of implementing the Registration of Unorganized Workers at District level. The Government of Goa hereby constitute the North Goa District Level Implementation Committee comprising of following members:

- | | | |
|--|---|-------------------|
| I. The Collector & District Magistrate, North Goa | — | Chairperson. |
| II. The Dy. Labour Commissioner, North, Goa | — | Member Secretary. |
| III. The Chief Executive Office, North Goa, Zilla Panchayat, North-Goa | — | Member. |
| IV. | | |
| 1. The Commissioner, Corporation City of Panaji – Goa | — | Member. |
| 2. The Chief Officer, Mapusa Municipal Council, Mapusa-Goa | — | Member. |
| 3. The Chief Officer, Pernem Municipal Council, Pernem-Goa | — | Member. |
| 4. The Chief Officer, Sanquelim Municipal Council, Sanquelim-Goa | — | Member. |
| 5. The Chief Officer, Valpoi Municipal Council, Valpoi-Goa | — | Member. |
| 6. The Chief Officer, Bicholim Municipal Council, Bicholim-Goa | — | Member. |

V	<p>1. The District Co-ordinator — Member. (South Goa), CSC- e-governance Services India Ltd., Skylark Complex, Belapur, 1st Floor, Office No. 120, Plot No. 63, Sector 11, CBD, Belapur, Navi Mumbai 400614</p> <p>2. The State Informatics — Member. Officer, National Informatics Centre 'H' Block, Paraiso De Goa, Porvorim-Goa</p>	<p>2. The President/General — Member. Secretary (AITUC) All India Trade Union Congress, Velho's Building, 2nd Floor, Panaji-Goa</p> <p>3. The President/General — Member. Secretary (GMS) Gomantak Mazdoor Sangh, G-5, Macedo Apartment, Tisk, Ponda-Goa</p> <p>4. The President/General — Member. Secretary (BMS), Bharatiya Mazdoor Sangh, Kamakshi Krupa, Tisk, Ponda-Goa</p>
VII	<p>1. The Block Development — Member. Officer, Bardez-Goa</p> <p>2. The Block Development — Member. Officer, Pernem-Goa</p> <p>3. The Block Development — Member. Officer, Bicholim-Goa</p> <p>4. The Block Development — Member. Officer, Tiswadi-Goa</p> <p>5. The Block Development — Member. Officer, Sattari-Goa</p>	<p>5. The President/General — Member. Secretary, Kamgaranchho Ekvott, Gurudatta Building, 3rd Floor, Dada Vaidya Road, Panaji-Goa</p> <p>6. The President/General — Member. Secretary, Indian National Trade Union Congress (INTUC), Goa Branch, Panaji-Goa</p>
VIII	<p>1. The Director, Directorate — Member. of Social Welfare, Government of Goa, Panaji-Goa</p> <p>2. The Director, Directorate — Member. of Women and Child Development, Government of Goa, 2nd floor, Old Education Dept. Building, 18th June Road, Panaji-Goa</p> <p>3. The Director, Directorate — Member. of Agriculture, Krishni Bhavan, Tonca, Caranzalem-Goa</p> <p>4. The Director, Directorate — Member. of Fisheries, Government of Goa, Dayanand Bandodkar Marg, Panaji-Goa</p> <p>5. The Director, Directorate — Member. of Education, Porvorim-Goa</p>	<p>7. The President/General — Member. Secretary, Goa Toddy Tappers Association, Lotus Apartment, Vasco-da-Gama</p> <p>8. The President/General — Member. Secretary, Goa Shops and Industrial Workers Union, 150 A, Comba Margao-Goa</p> <p>9. The President/General — Member. Secretary, Goa Tourist Taxi Association (GOTTA), Opp. Municipal Garden, Velho's Building, 2nd Floor, Panjim-Goa</p>
IX	<p>1. The President/General — Member. Secretary, (CITU) Central Indian Trade Union, Vasco-da-Gama</p>	<p>X</p> <p>1. The President/General — Member. Secretary, Mandovi Fishermen Marketing Co-op. Societies Limited, Betim-Goa</p> <p>The Monitoring Committee shall be responsible for conduct of following functions:-</p> <p>1. Review the progress of Registration of Unorganised Workers against the target in the District.</p> <p>2. Review and monitoring of field level individual Common Service Centers (CSCs) and State Seva</p>

Kendra's (SSK) in the district of achieving target under eSHRAM.

3. Mobilize target sub-groups of unorganized workers Construction Workers, Migrant Workers, Domestic Workers, Anganwadi Workers, Agriculture Labourers, Self-employed Workers, Street Vendors, Small Shopkeepers, Asha Workers, Milkmen and similar other sub-group of unorganised workers through respective the line department within the district for registration under eSHRAM portal.

4. Mobilize target groups of prospective beneficiaries for registration in eHRAM through respective labour unions/workers Associations/ Federations/Civil Society Organization/NGOs working for welfare of unorganised workers.

5. Plan/Ensure regular registration camps at the district and CSC level for the unorganized workers.

6. Monitor progress of bulk registration of BOCW/ASHA/Anganwadi/ MGNREGA/Domestic Workers/ Md-Way meal workers/Fishermen etc.

7. Undertake information, Education & Communication campaign with prospective beneficiaries of eSHRAM.

8. Undertake registration drives by using mobile, CSK/SSK vans in labour chowks, brick-kilns, labour sites, fishermen sites, milk union collection centers etc.

9. Implementation of District wise awareness programs through discussions, seminars, public meetings, students participation, universities, colleges, media channels, news items, campaigns, pamphlets, posters, banners, helpdesk tables in district labour offices/skill development centers/strategic locations/other prominent labour concentration areas in the district.

10. Understand and resolve public grievances brought to the notice of the committee.

11. The committee shall meet at least once a month.

This Order shall come into force on the date of publication in the Official Gazette.

By order and in the name of the Governor of Goa.

Amalia O. F. Pinto, Under Secretary (Labour).
Porvorim, 17th November, 2021.

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Department of Law & Judiciary
Law (Establishment) Division

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Order

No. 5/40/2000-LD(Estt.)/530

Whereas, the Government vide Notification No. 5-40-2000/LD-Estt. dated 18-12-2000, published

in the Official Gazette, Series II No. 41 dated 11-01-2001, appointed Shri Subhash Narayan Kerkar, Advocate (hereinafter referred as the "Applicant") as a Notary for period of five years with effect from 18-12-2000, for the area of Mormugao Taluka;

And whereas, the Government vide Certificate of Practice dated 18-12-2000 has certified that the Applicant is authorized to practice as a Notary for a period of five years from 18-12-2000 for the area of Mormugao Taluka;

And whereas, the Government on the request of the Applicant had renewed his Certificate of Practice as a Notary for subsequent 03 term and the period of validity of the Certificate of Practice in the Endorsement dated 05-02-2016 issued to the Applicant and has expired on 18-12-2020.

And whereas, the Applicant has failed to renew his Certificate of Practice six months prior to expiry of the period of validity of the said Certificate of Practice until his period expired on i.e. 18-12-2020, as required under sub-section (2) of Section 5 of the Notaries Act, 1952 (Central Act 53 of 1952) and sub-rule (4) of Rule 8B of the Notaries Rules, 1956 (hereinafter referred as the "said Act" and "said Rule");

Now therefore, in pursuance of Clause (f) of Section 10 of the said Act, the Government of Goa hereby removes the name of Applicant entered as a Notary from the Register maintained by it under Section 4 of the said Act.

By order and in the name of the Governor of Goa.

Amir Y. Parab, Under Secretary (Law-Estt.).
Porvorim, 04th May, 2021.

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Department of Personnel

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Order

No. 22/11/2018-PER/938

Read: Order No. 14020/02/2020-UTS.I dated 20-04-2022 issued by the Ministry of Home Affairs, Government of India, New Delhi.

The Governor of Goa is pleased to relieve Shri Parmaditya, IPS (AGMUT: 2005), Deputy Inspector General of Police (Crime & Range), Goa from the State Administration with effect from 06-05-2022 (a. n.) to join his new posting at Delhi.

By order and in the name of the Governor of Goa.

Nathine S. Araujo, Under Secretary (Personnel-II).
Porvorim, 2nd May, 2022.

Order

No. 7/5/2015-PER/953

Read: 1. Notification No. 7/3/2019-PER/699 dated 04-04-2022.

In supersession of all orders issued in this regard, the following shall be the standing arrangement of Link Secretary for disposal of work relating to the Departments under their charge during their absence due to tour/training/leave/transfer unless specific orders are otherwise issued:

Sr. No.	Name & Designation	1st Link Secretary	2nd Link Secretary
1.	Shri Puneet Kumar Goel, IAS (1991) Chief Secretary 1. Vigilance/Chief Vigilance Officer 2. Home 3. Personnel & ARD 4. PWD 5. Civil Aviation 6. Mines & Geology 7. Finance, Planning & Statistics 8. Forest 9. Town & Country Planning	Shri P. S. Reddy, IAS (2003) Commissioner-cum-Secretary (Ports)	Shri Sanjay Gihar, IAS (2008) Secretary (Water Resources).
2.	Shri P. S. Reddy, IAS (2003) Commissioner-cum- -Secretary (Ports) 1. Ports 2. River Navigation 3. Fisheries 4. Archaeology 5. Archives 6. Legal Metrology	Shri Sanjay Gihar, IAS (2008) Secretary (Water Resources)	Shri Chokha Ram Garg, IAS (2008) Secretary (Law & Judiciary and Legislative Affairs).
3.	Shri Sanjay Gihar, IAS (2008) Secretary (Water Resources) 1. Water Resources 2. Rural Development 3. Panchayats 4. Housing 5. Nodal Officer SBM (R) & PMAY (R) 6. Art & Culture 7. Printing & Stationery 8. Public Grievances 9. Civil Supplies 10. Secretary, Goa State Commission for Protection of Child Rights	Shri Chokha Ram Garg, IAS (2008) Secretary (Law & Judiciary & Legislative Affairs)	Shri Ramesh Verma, IAS (2009) Secretary (Revenue).
4.	Shri Chokha Ram Garg, IAS (2008) Secretary (Law & Judiciary & Legislative Affairs) 1. Law & Judiciary and Legislative Affairs	Shri Ramesh Verma, IAS (2009) Secretary (Revenue)	Shri Ravi Dhawan, IAS (2011) Secretary (Education).

1	2	3	4
	2. Skill Development & Entrepreneurship		
	3. Co-operation		
	4. Handicrafts, Textile and Coir		
	5. PPP Division		
	6. Industries, Trade & Commerce		
5. Shri Ramesh Verma, IAS (2009) Secretary (Revenue)	Shri Ravi Dhawan, IAS (2011) Secretary (Education)	Dr. Tariq Thomas, IAS (2011), Secretary (Urban Development).	
1. Revenue			
2. Information & Publicity			
3. Labour & Employment			
6. Shri Ravi Dhawan, IAS (2011) Secretary (Education)	Dr. Tariq Thomas, IAS (2011) Secretary (Urban Development)	Dr. Arun Kumar Mishra, IAS (2012) Secretary (Social Welfare).	
1. Education			
2. Factories & Boilers			
3. Tribal Welfare			
4. Tourism			
5. M.D. & CEO, IPSCDL			
6. C.E.O., Goa CSR Authority			
7. Dr. Tariq Thomas, IAS (2011) Secretary (Urban Development)	Shri Arun Kumar Mishra, IAS (2012) Secretary (Social Welfare)	Shri Y. V. V. J. Rajasekhar, IAS (2012) Secretary (Power).	
1. Urban Development			
2. Transport			
3. Science & Technology			
4. CEO, ESG			
5. Nodal Officer SBM (U) and PMAY (U)			
8. Shri Arun Kumar Mishra, IAS (2012) Secretary (Social Welfare)	Shri Y. V. V. J. Rajasekhar, IAS (2012) Secretary (Power)	Shri Ajit Roy, IAS (2013) (Secretary to Chief Minister).	
1. Social Welfare			
2. Provedoria			
3. Official Language			
4. Goa Gazetteer			
5. Environment			
6. Agriculture			
7. Animal Husbandry & Veterinary Services			
9. Shri Y. V. V. J. Rajasekhar, IAS (2012) Secretary (Power)	Shri Ajit Roy, IAS (2013) (Secretary to Chief Minister)	Shri Hemant Kumar, IAS (2013) Secretary (General Administration).	
1. Power			
2. New & Renewable Energy			
3. Health			
4. Women & Child Development			
5. Museum			

1	2	3
10. Shri Ajit Roy, IAS (2013) (Secretary to Chief Minister) 1. Secretary to Chief Minister 2. Sports & Youth Affairs 3. Information Technology	Shri Hemant Kumar, IAS (2013) Secretary (General Administration) (except Sr. No. 1)	Shri Y. V. V. J. Rajasekhar, IAS (2012) Secretary (Power) (except Sr. No. 1)
11. Shri Hemant Kumar, IAS (2013) Secretary (General Administration) 1. General Administration 2. Protocol 3. Commissioner of State Taxes	Shri Ajit Roy, IAS (2013) (Secretary to Chief Minister) (except at Sr. No. 3)	Shri Arun Kumar Mishra, IAS (2012) Secretary (Social Welfare) (except at Sr. No. 3).

By order and in the name of the Governor of Goa.

Vishal C. Kundaikar, Under Secretary (Personnel-I).
Porvorim, 2nd May, 2022.

Department of Public Health

Notification

No. 42/6/2013-I/PHD/563

In exercise of the power conferred under Section 7 of the Goa Medicare Service Personnel and Medicare Service Institutions (Prevention of Violence and Damage or Loss to Property) Act, 2013 (Goa Act 24 of 2013) the Government is pleased to constitute a committee to aid and advice the victims of medical negligence as under:

- | | | |
|--|---|--------------|
| 1. Head of Department of Medicine, Goa Medical College & Hospital, Bambolim | — | Chairperson. |
| 2. Director of Prosecution or his representative Officer | — | Member. |
| 3. Mr. Roland Martins, Consumer Activist, r/o Bardez | — | Member. |
| 4. Chairperson, Indian Medical Association, Goa Branch or its representative | — | Member. |

By order and in the name of the Governor of Goa.

Gautami Parmekar, Under Secretary (Health-II).
Porvorim, 2nd May, 2022.

Order

No. 44/20/2013-I/PHD/564

Government is pleased to accept the resignation tendered by Dr. Vidhya Sawant, Senior Gynaecologist on Extraordinary leave under Directorate of Health Services under Rule 48 of CCS (Pension) Rules, 1972 w.e.f. 21-01-2021 and to relieve her from the post of Senior Gynaecologist under Directorate of Health Services from same date.

By order and in the name of the Governor of Goa.

Vikas S. N. Gaunekar, Additional Secretary (Health).
Porvorim, 2nd May, 2022.

Order

No. 4/19/2002-II/PHD/Part/570

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/II/11/30(13)/2021/560 dated 21-03-2022, Government is pleased to promote the following Assistant Professor to the post of Associate Professor (Group "A" Gazetted) in the Department of Anaesthesiology, Goa Medical College and Hospital, Bambolim on regular basis in the Level 11 of Pay Matrix {PB-3: Rs. 15,600-39,100/- + GP: Rs. 6,600/-} and other allowances to be fixed as per rules with immediate effect:-

- (1) Dr. Viraj Nagoji Naik Namshikar.
- (2) Dr. Deependra Suresh Kamble.

The promotions are made against the vacancies occurred due to creation of additional posts of Associate Professor in Goa Medical College vide Order 4/1/2018-II/PHD/1195 dated 14-08-2019 and allotted 02 posts of Associate Professor in the Department of Anaesthesiology vide Order No. 4/1/

/2018-II/PHD/Part-I/3383 dated 23-10-2020.

By order and in the name of the Governor of Goa.

Trupti B. Manerkar, Under Secretary (Health).

Porvorim, 04th May, 2022.

Order

No. 4/20/2003-II/PHD/581

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/II/11/30(4)/11/559 dated 21-03-2022, Government is pleased to promote Smt. Reena Melanie

Fernandes, Physiotherapist to the post of Assistant Head Physiotherapist (Group "B" Gazetted), Goa Medical College and Hospital, Bambolim on regular basis in the Level 7 of Pay Matrix {PB-2: Rs. 9,300-34,800/- + GP: Rs. 4,600/-} and other allowances to be fixed as per rules with immediate effect.

The promotion is made against the vacancy occurred due to retirement of Smt. Shobhana Sukhtankar w.e.f. 31-05-2021.

By order and in the name of the Governor of Goa.

Trupti B. Manerkar, Under Secretary (Health).

Porvorim, 04th May, 2022.

Order

No. 4/22/2008-II/PHD/588

Ex post facto approval of the Government is hereby conveyed for the appointment of the following doctors on contract basis for an initial period of one year with effect from the date of joining or till the posts are filled on regular basis, whoever is earlier.

Sr. No.	Name of the selected candidate	Designation	Remuneration
1	Dr. Monteiro Ana Soraya Palmira Dos Remedios	Junior Consultant/ /Assistant Professor in Endocrinology	Rs. 1,50,000/- per month..
2	Dr. Rukma Himanshu Patnekar	Junior Consultant/ /Assistant Professor in Endocrinology	Rs. 1,50,000/- per month.

This issues with the approval of the Personnel Department vide their U.O. No. 3011/F dated 19-11-2021 and 3272/F dated 22-12-2021 and concurrence of the Finance (R&C) Department, vide their U.O. No. 1400937 dated 08-12-2021 and U.O. No. 1400084248 dated 24-12-2021.

This also issues with the approval of the Council of Ministers held on 27-04-2022 as conveyed by General Administration Department vide letter No. 1/7/2022-GAD-II dated 27-04-2022.

By order and in the name of the Governor of Goa.

Trupti B. Manerkar, Under Secretary (Health).

Porvorim, 29th April, 2022.

Corrigendum

No. 47/5/2011-I/PHD/Part (Vol II)(a)/577

Read: No. 47/5/2011-I/PHD/Part/520 dated 25-04-2022.

In the Government Notification dated 25-04-2022 read in preamble at serial No. (7) the name of the Department may kindly be corrected to read as "Goa Dental College and Hospital" instead of "Goa Dental Council and Hospital."

Rest of the contents of the Notification remains unchanged.

Gautami Parmekar, Under Secretary (Health-II).

Porvorim, 04th May, 2022.

Department of Revenue

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Order

No. 35/2/2013-RD/413

In exercise of the powers conferred by Clause (b) of sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (Act No. 2 of 1899), as in force in the State of Goa, the Government of Goa hereby permits the Life Insurance Corporation of India, Goa Divisional Office, Panaji (hereinafter referred to as the "LIC Goa") to pay consolidated stamp duty of Rs. 20,00,000/- (Rupees Twenty Lakhs only) chargeable on sums to be insured in the insurance policies issued by its offices in the State of Goa with effect from 1st January, 2022 upto 31st December, 2022 in lieu of affixing stamps upon individual insurance policies, subject to the following conditions, namely:-

- (a) In case the stamp duty chargeable on the insurance policies issued during the above mentioned period falls short of the stamp duty consolidated herein and paid to the

Government, the excess consolidated stamp duty shall be adjusted for the next calendar year of 2023.

- (b) In case the stamp duty chargeable on the insurance policies issued during the above period exceeds the stamp duty consolidated herein and paid to the Government, the balance amount due towards the stamp duty shall be paid to the Government Treasury by LIC Goa latest by the first week of January, 2023.

- (c) A detailed report of the total stamp duty charged on the sums insured in the insurance policies issued by the offices of the LIC Goa in the State of Goa during the above period shall be submitted to the Secretary (Revenue), Revenue Department, Government of Goa on or before 31-12-2022.

By order and in the name of the Governor of Goa.

Sapna S. N. Bandodkar, Under Secretary (Revenue-I).

Porvorim, 2nd May, 2022.

Notification

No. 22-7-2021-RD-I/435

In exercise of the powers conferred by sub-section (1) of Section 4 of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 (Central Act 30 of 2013) read with sub-rule (1) of Rule 3 of Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement (Social Impact Assessment and Consent) Rules, 2014 (hereinafter referred to the "said Rules") the Government of Goa, hereby issues this Notification in accordance with Part-B of Form I appended to the said Rules, for carrying out Social Impact Assessment in the manner and from the date specified herein below:-

- (1) Name of project developer: Directorate of Civil Aviation, Secretariat, Porvorim, Goa.
- (2) Purpose of proposed project: Acquisition of land admeasuring 218 sq. mts. bearing survey No. 33/17(P) of village Uguem in Pernem Taluka for MOPA Airport Project.
- (3) Land Details:

Sr. No.	District	Taluka	Village	Survey No.	Sub-Div.	Total area (sq. mt.)	Area to be acquired (sq. mt.)	Title of land (ownership)
1	2	3	4	5	6	7	8	9
1.	North Goa	Pernem	Uguem	33	17	218.00	218.00	Laxman Deu Mahale (O)

- (4) Objectives of Social Impact Assessment:

- (i) To identify the process of acquiring land as per Govt. Act and decide the fair compensation for the concerned party.
- (ii) Identify the potential Social and Economic changes and conduct the Impact assessment through onsite field investigations, public hearings and consultations.
- (iii) Outline steps to mitigate or enhance negative or positive aspects of changes it at all exists.

- (5) Organization to undertake the study: SIA team constituted by GIPARD, Ella, Old Goa.
- (6) Whether consent of Gram Sabha and/or land owners required?: No
- (7) The date of commencement of Social Impact Assessment: from the date of publication of this Notification.
- (8) The timeline for the Social Impact Assessment: 60 days from the date of publication of notification.
- (9) Deliverables: will be made available in the Offices of the Collector North, % Deputy Collector and SDO, Pernem, Mamlatdar of Pernem taluka, Village Panchayat Uguem, Pernem and will also be uploaded on the official website of the Collector North.
- (10) Any coercion or threat during this period will render the exercise null and void.
- (11) Contact Details of the Social Impact Assessment team:
- (i) Dr. M. R. K. Prasad, Professor, V. M. Salgaonkar College of Law (Team Leader).
 - (ii) Dr. Sreerupa Sengupta, Assistant Professor and Member of Social Sensitivity and Action, Goa Institute of Management.
 - (iii) Shri Rajendra Kerkar, Environmentalist and Member of National Board of Wildlife.
 - (iv) Ms. Ninotchka Mendes, Assistant Professor, Dept. of Sociology, Goa University.

By order and in the name of the Governor of Goa.

Sapna S. N. Bandodkar, Under Secretary (Revenue-I).

Porvorim, 09th May, 2022.



Department of Town and Country Planning

Notification

No. 27/15-2/C.C./TCP/2017-22/1041

In exercise of the powers conferred by Clause 4 of the Annexure-IX appended to the Goa Land Development and Building Construction Regulations, 2010 and in supersession of the Government Notification No. 27/15-2/C.C./TCP/2017-19/350 dated 13-02-2020, published in Official Gazette, Series II No. 47, dated 20-02-2020, the Government of Goa hereby re-constitutes the Conservation Committee consisting of the following members, namely:-

- | | | |
|--|---|-----------|
| 1. Minister (Town and Country Planning) Secretariat,
Porvorim, Goa | — | Chairman. |
| 2. Chief Secretary, Secretariat, Porvorim, Goa | — | Member. |
| 3. Secretary (Town and Country Planning), Secretariat,
Porvorim, Goa | — | Member. |
| 4. Chief Architect, PWD, Altinho, Panaji, Goa | — | Member. |
| 5. Superintending Archaeologist, A.S.I., Goa Circle, Old Goa | — | Member. |
| 6. Director of Archives and Archaeology, Panaji, Goa | — | Member. |
| 7. Nominee of Indian Institute of Architects (Goa Chapter) | — | Member. |
| 8. Nominee of Institute of Engineers—India (Goa Local Center) | — | Member. |
| 9. Nominee of Institute of Town Planners—India (Goa Regional
Chapter) | — | Member. |
| 10. Nominee of Confederation of Real Estate Developers
Association of India (CREDAI), Goa | — | Member |
| 11. Shri Brian Soares | — | Member. |
| 12. Shri Clyde D'Souza | — | Member. |

13. The Chief Town Planner (Planning), Town and Country Planning Department, Panaji — Member Secretary.

This Notification shall come into force on the date of its publication in the Official Gazette.

By order and in the name of the Governor of Goa.

Rajesh J. Naik, Chief Town Planner & ex officio Joint Secretary (Planning).

Panaji, 04th May, 2022.

Office of the Chief Town Planner (Planning)

Notification

No. 4-3-UDD/MLA/2012/1066

In exercise of the powers conferred by Section 4 of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975) and in supersession of the Government Notification No. 4-3-UDD/MLA/TCP/2017/2841 dated 14-09-2017, published in the Official Gazette, Series II No. 24 dated 14-09-2017 all other earlier Notifications issued in this regard, the Government of Goa hereby re-constitutes the Goa Town and Country Planning Board consisting of the following members, namely:-

- | | | |
|--|---|-------------------|
| 1. Hon'ble Minister for Town and Country Planning | — | Chairman. |
| 2. Member of Legislative Assembly | — | Member. |
| 3. Member of Legislative Assembly | — | Member. |
| 4. Secretary (Town and Country Planning) | — | Member. |
| 5. Secretary (Urban Development) | — | Member. |
| 6. Secretary (Panchayats) | — | Member. |
| 7. Secretary (Planning) | — | Member. |
| 8. Secretary (Industries) | — | Member. |
| 9. Principal Chief Engineer, Public Works Department | — | Member. |
| 10. Chief Conservator of Forests | — | Member. |
| 11. Director of Agriculture | — | Member. |
| 12. Director of Tourism | — | Member. |
| 13. Director of Transport | — | Member. |
| 14. Director of Health Services | — | Member. |
| 15. Director of Planning, Statistics and Evaluation | — | Member. |
| 16. Director of Fisheries | — | Member. |
| 17. Senior Divisional Engineer, South Western Railway Hubli | — | Member. |
| 18. Representative of Ministry of Defense, Government of India | — | Member. |
| 19. Representative of Ministry of Surface Transport, Government of India | — | Member. |
| 20. Representative of Ministry of Tourism, Government of India | — | Member. |
| 21. Shri Paresh Gaitonde, Panaji | — | Member. |
| 22. Shri Rajiv Sukhtankar, Architect, Quepem | — | Member. |
| 23. Nominee of Goa Chamber of Commerce and Industries, Panaji | — | Member. |
| 24. Chief Town Planner (Planning) | — | Member Secretary. |

This Notification shall come into force on the date of its publication in the Official Gazette.

By order and in the name of the Governor of Goa.

Rajesh J. Naik, Chief Town Planner & ex officio Joint Secretary (Planning).

Panaji, 06th May, 2022.

Department of Women & Child Development

Directorate of Women & Child Development

Corrigendum

No. 2-716/2021/DWCD/ICDS/Budget Speech/RBS/848

Read Notification No.: 716/2021/DWCD/ICDS/Budget Speech/RBS/9561 dated 10-07-2019.

At Clause 2. Commencement may be read as – “it shall come into force from 28th December, 2021” instead of “it shall come into force from date of publication in the Official Gazette”.

Rest of the contents of the Notification remains unchanged.

By order and in the name of the Governor of Goa.

Deepali Naik, Director & ex officio Joint Secretary (WCD).

Panaji, 04th May, 2022.

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